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13 *Olga Bedrytska-Meier*

14 UNITED STATES DISTRICT COURT  
15 DISTRICT OF NEVADA

16 OLGA BEDRYTSHA-MEIER, an  
17 individual,

18 Plaintiff,

19 vs.

20 HEARTS ON FIRE COMPANY, LLC., a  
21 Massachusetts professional corporation;  
22 DOES I through X, inclusive; and ROE  
23 CORPORATIONS I through X inclusive,

24 Defendants.

Case No.: 2:18-cv-00345

STIPULATION AND ORDER TO  
AMEND COMPLAINT

25 Plaintiff Olga Bedrytska-Meier ("Plaintiff"), by and through her counsel of record, Jared B.  
26 Jennings, Esq. and Adam R. Fulton, Esq., of the law firm of Jennings & Fulton, LTD., and  
27 Defendant Hearts on Fire Company, LLC. ("Defendant"), by and through its counsel of record, Lisa  
28 A. McClane, Esq. and Dione C. Wrenn, Esq., of Jackson Lewis P.C., hereby stipulate and agree to  
allow Plaintiff's counsel to file the First Amended Complaint correcting the typographical errors of

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Las Vegas, NV 89146  
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1 Plaintiff's name from OLGA BEDRYTSHA-MEIER to OLGA BEDRYTSKA-MEIER pursuant to  
2 FRCP 15.

3  
4 Whereas, the Parties hereby stipulate and agree as follows:

5 1. Plaintiff shall have leave to correct typographical errors in the Complaint and file the  
6 First Amended Complaint.

7 2. Plaintiff's First Amended Complaint shall only change the typographical errors of  
8 Plaintiff's name from OLGA BEDRYTSHA-MEIER to OLGA BEDRYTSKA-MEIER.

9 3. The Parties further agree that Defendant will not have to serve a new Answer because  
10 the First Amended Complaint does not assert any new allegations or claims against Defendant.  
11

12  
13  
14 Dated: This 2nd day of April, 2018

15 JACKSON LEWIS P.C.

16  
17 By: Dione C Wrenn

18 LISA A. MCCLANE  
19 Nevada Bar No. 10139  
20 DIONE C. WRENN  
21 Nevada Bar No. 13285  
22 3800 Howard Hughes Parkway, Ste. 600  
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27 Email: dione.wrenn@jacksonlewis.com  
28 Attorneys for Defendant  
Hearts on Fire Company, LLC

Dated: This 2nd day of April, 2018

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By: Jared B. Jennings

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ORDER

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that upon Stipulation of counsel and good cause appearing, Plaintiff shall have leave to correct typographical errors in the Complaint and file the First Amended Complaint.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff's First Amended Complaint shall only change the typographical errors of Plaintiff's name from OLGA BEDRYTSHA-MEIER to OLGA BEDRYTSKA-MEIER.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant will not have to serve a new Answer because the First Amended Complaint does not assert any new allegations or claims against Defendant. IT IS FURTHER ORDERED that Plaintiff must file the First Amended Complaint on or before April 10, 2018.


IT IS SO ORDERED.

Dated the 3rd day of April, 2018.

  
~~Nancy J. Koppe~~ Cam Ferenbach  
United States Magistrate Judge

Respectfully Submitted By:

JACKSON LEWIS P.C.

By:   
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9 *Olga Bedrytska-Meier*

10 UNITED STATES DISTRICT COURT  
11 DISTRICT OF NEVADA

12  
13 )  
14 OLGA BEDRYTSKA-MEIER, an  
individual,

Case No.: 2:18-cv-00345

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Plaintiff,

vs.

HEARTS ON FIRE COMPANY, LLC., a  
Massachusetts professional corporation;  
DOES I through X, inclusive; and ROE  
CORPORATIONS I through X inclusive,

**FIRST AMENDED COMPLAINT**

**JURY TRIAL DEMANDED**

Defendants.

Plaintiff Olga Bedrytska-Meier ("Plaintiff"), by and through her counsel of record, Jared B. Jennings, Esq. and Adam R. Fulton, Esq., of the law firm of Jennings & Fulton, LTD., hereby alleges and complains a cause for action against Defendant Hearts on Fire Company, LLC. ("Defendant"), a Massachusetts Limited Liability Company, DOES I through X, and ROE CORPORATIONS I through X, collectively, the "Defendants" as follows:

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FULTON, LTD.  
2580 SORREL STREET  
Las Vegas, NV 89146  
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1 **PARTIES**

2 1) Plaintiff, Olga Bedrytska-Meier is an individual who is and was at all relevant times  
3 a resident of Clark County, Nevada.  
4

5 2) Defendant, Hearts on Fire Company, LLC., ("Defendant"), is a Massachusetts  
6 limited liability company, and at all relevant times hereto is and was duly authorized to transact  
7 business in Clark County, Nevada.  
8

9 3) At all times mentioned herein, Defendant hired Plaintiff and is an employer within  
10 the meaning of Title VII of the Civil Rights Act of 1964 ("Title VII"), 42 U.S.C. § 2000e, *et seq.*  
11

12 4) Plaintiff does not know the true names of the individuals, corporations, partnerships  
13 and entities sued and identified in fictitious names as DOES I through X and ROE  
14 CORPORATIONS I through X. Plaintiff alleges that such Defendants assisted or participated in  
15 activities that resulted in damages suffered by Plaintiff as more fully discussed under the claims  
16 for relief set forth below. Plaintiff requests leave of this Honorable Court to amend this Complaint  
17 to show the true names and capacities of each such fictitious Defendant when Plaintiff discovers  
18 such information.  
19  
20

21 **JURISDICTION AND VENUE**

22 5) This Court has jurisdiction over this action pursuant to 28 U.S.C § 1331 in that this  
23 case arises under federal and state law, specifically for violations of Title VII, 42 U.S.C. § 2000e,  
24 *et seq.* and Nevada's Unlawful Employment Practices statute, Nevada Revised Statutes 613.330.  
25

26 6) Venue is proper because both Plaintiff and Defendants reside and/or do business in  
27 the District of Nevada. Venue is also proper in this Court because the acts and transactions that  
28 give rise to this action occurred in the District of Nevada.

**ADMINISTRATIVE PREREQUISITES**

7) More than thirty (30) days prior to the institution of this lawsuit, Plaintiff filed a charge with the Equal Employment Opportunity Commission (the "EEOC") alleging violations of Title VII by Defendant. The EEOC issued Plaintiff a Notice of Right to Sue, giving plaintiff ninety (90) days from receipt of such notice to file her Complaint related to her Title VII claims and disability discrimination claims. A true and correct of Plaintiff's Notice of Right to Sue is attached hereto as "Exhibit 1". Plaintiff received the EEOC Right to Sue letter February 20, 2018.

**FACTUAL BACKGROUND**

8) On or about July of 2015, Plaintiff applied for a "Sales Specialist" position with Hearts on Fire Company, LLC., located in the Forum Shops at Caesars Palace.

9) At all relevant times stated herein, Plaintiff was qualified for the Sales Specialist position.

10) On or about July 30, 2015, Defendants Store Manager, Leslie Hanley, hereinafter ("Hanley"), e-mailed Plaintiff to see if she was interested in the Sales Specialist position and that she saw Plaintiff's resume online.

11) On or about July, 30, 2015, Plaintiff informed Hanley that she was interested in the position.

12) On or about August 6, 2015, Hanley contacted Plaintiff, and explained that a test was required to see if Plaintiff qualified for the position before a formal interview took place.

13) On or about August 7, 2015, Plaintiff submitted the required test.

14) On or about August 12, 2015, Hanley contacted Plaintiff, stating Plaintiff was qualified for the position, and scheduled a formal interview at Defendants store location on August 15, 2015.

1       15) During the interview on August 15, 2015, Plaintiff explained that the earliest she  
2 would be able to start working would be the end of October of 2015 due to a preplanned trip to  
3 Ukraine, and Hanley said that would not be a problem.  
4

5       16) During the August 15, 2015 interview, Hanley stated that Plaintiff was very  
6 qualified, and that Plaintiff would now need to complete a telephone interview with the Corporate  
7 Manager, Libby Wallace.  
8

9       17) On or about August 21, 2015, after completing the telephone interview with Libby  
10 Wallace, Hanley contacted Plaintiff stating that she passed her phone interview and was hired,  
11 and could begin working when she returned from Ukraine.  
12

13       18) On or about August 28, 2015, Hanley e-mailed Plaintiff stating, "I want to chat next  
14 week just to catch up. I want to meet up again after you return from your vacation at the end of  
15 October."  
16

17       19) On or about September 21, 2015, Plaintiff e-mailed Hanley stating, "Hi Leslie, I  
18 just wanted to check in with you before my trip to Ukraine. Thank you again for the opportunity  
19 to interview with your company. I just want you to know that I am very interested in the position.  
20 I will be returning on October 20<sup>th</sup>, I hope to hear from you soon."  
21

22       20) On or about September 21, 2015, Hanley replied stating, "Wow great minds think  
23 alike. I was going to email you this afternoon. I will get in touch with you when you return. Have  
24 a wonderful trip!!!"  
25

26       21) On or about October 21, 2017, Plaintiff e-mailed Hanley immediately after she  
27 returned from Ukraine to begin working.  
28

22) On or about October 21, 2017, Hanley replied stating, "Hi I hope you had a  
wonderful trip. I will keep you posted."

1       23) On or about November 24, 2015, Hanley e-mailed Plaintiff to wish her a Happy  
2 Thanksgiving, and to inform her that she would be out of the office until December 20, 2015,  
3 which was the last correspondence between Plaintiff and Hanley.  
4

5       24) On or about January 5, 2016, Hanley asked Carol Spelman, (hereinafter  
6 "Spelman"), an employee of Defendant, who was also an acquaintance of Plaintiff, how Plaintiff  
7 was doing, and to let Spelman know that Plaintiff had been told she was hired and was going to  
8 start working soon.  
9

10       25) After the January 5, 2016 conversation, Spelman informed Hanley that Plaintiff had  
11 become pregnant in November, and Hanley responded by saying, "she could not, and would not  
12 hire her now," and that "corporate would not like it if she (Hanley), hired a person that would  
13 need to take maternity leave immediately after being hired."  
14

15       26) On or about February of 2016, Defendants Human Resources Department  
16 conducted an investigation regarding discrimination and hostile work environment into the branch  
17 that Plaintiff had applied, and where Spelman and Hanley currently worked.  
18

19       27) During this investigation, Spelman informed the investigators of Hanley's  
20 statements refusing to hire Plaintiff due to her pregnancy.  
21

22       28) On or about August 31, 2016, Spelman contacted Plaintiff, and informed her about  
23 the conversation she had with Hanley, and the subsequent Human Resources Investigation.  
24

25       29) Upon being informed of Hanley's statements about her pregnancy and hiring, and  
26 the subsequent Human Resources investigation, Plaintiff filed her Claim with the EEOC on or  
27 about September 12, 2016.  
28

30) Although Defendant had notice of the employment discrimination on the basis of  
sex and pregnancy, Defendant failed to exercise reasonable care to prevent and/or promptly  
correct the discriminatory behavior.



31) As a result, the effect of the practices complained of above deprived Plaintiff of equal employment opportunities and to otherwise adversely affect her employment status because of her sex and pregnancy.

## FIRST CLAIM FOR RELIEF

## Discrimination – Sex/Pregnancy

**In Violation of Title VII, 42 U.S.C § 2000e, *et seq.***

32) Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

33) At all times mentioned herein, Plaintiff was informed she was hired prior to her pregnancy, and Defendant refused to permit Plaintiff to work after discovering her pregnancy.

34) At all times mentioned herein, Plaintiff was qualified to perform her job duties for Defendant until she would go on maternity leave.

35) Defendant subjected Plaintiff to adverse employment actions because of her pregnancy, including, but not limited to, refusing to allow Plaintiff to work after informing her she was hired and Hanley stating, "she could not, and would not hire her now," and that "corporate would not like it if she (Hanley), hired a person that would need to take maternity leave immediately after being hired." Further, Defendant refused to fulfill its promise that Plaintiff had been hired and refused complete the hiring process of Plaintiff by failing to schedule her and provide her the job she had been promised.

36) As a direct and proximate result of these unlawful actions, Plaintiff has suffered and will continue to suffer damages including, but not limited to, loss of salary, wages, earnings and benefits, diminution of future earning capacity, loss of accumulated benefits, mental anguish and other compensatory damages in an amount to be determined at trial.

37) Defendants conduct was malicious and/or oppressive conduct and undertaken with the intent to defraud and oppress Plaintiff, thus warranting the imposition of punitive damages

1 pursuant to NRS § 42.005 deterring such conduct in the future.

2 38) Plaintiff has been forced to hire an attorney to prosecute this action and therefore  
3 seeks recovery of attorneys' fees and court costs.  
4

5 **SECOND CLAIM FOR RELIEF**

6 **Discrimination – Sex/Pregnancy**

7 **Violation of N.R.S. 613.330**

8 39) Plaintiff incorporates the allegations in the preceding paragraphs as though fully  
9 set forth herein.

10 40) At all times mentioned herein, Plaintiff was hired by Defendant, and Defendant  
11 refused to allow Plaintiff to begin work after becoming aware of her pregnancy.  
12

13 41) At all times mentioned herein, Plaintiff was qualified to perform her job duties for  
14 Defendant until she would go on maternity leave.  
15

16 42) Defendant subjected Plaintiff to adverse employment actions because of her  
17 pregnancy, including, but not limited to, refusing to allow Plaintiff to work after informing her  
18 she was hired and Hanley stating, "she could not, and would not hire her now," and that "corporate  
19 would not like it if she (Hanley), hired a person that would need to take maternity leave  
20 immediately after being hired."  
21

22 43) Defendant is in violation of its duty to engage in lawful employment practices in  
23 Nevada, specifically sexual and pregnancy discrimination.  
24

25 44) As a direct and proximate result of these unlawful actions, Plaintiff has suffered and  
26 will continue to suffer damages including, but not limited to, loss of salary, wages, earnings and  
27 benefits, diminution of future earning capacity, loss of accumulated benefits, mental anguish and  
28 other compensatory damages in an amount to be determined at trial.

45) Defendants conduct was malicious and/or oppressive conduct and undertaken with  
the intent to defraud and oppress Plaintiff, thus warranting the imposition of punitive damages

1 pursuant to NRS § 42.005 deterring such conduct in the future.

2 46) Plaintiff has been forced to hire an attorney to prosecute this action and therefore  
3 seeks recovery of attorneys' fees and court costs.  
4

5 **DEMAND FOR JURY TRIAL**

6 47) Plaintiff, by and through her attorneys of record, Jared B. Jennings, Esq. and Adam  
7 R. Fulton, Esq., of the law firm of Jennings & Fulton, Ltd., hereby demands a jury trial of all of  
8 the issues in this matter.  
9

10 **PRAYER FOR RELIEF**

11 WHEREFORE, the Plaintiff respectfully requests this Court:  
12

13 a. Grant a permanent injunction enjoining Defendant Hearts on Fire Company, LLC.,  
14 its officers, successors, assigns and all persons in active concert or participation with them, from  
15 engaging in any employment practice which discriminates on the basis of sex and pregnancy;  
16

17 b. Order Defendant to institute and carry out policies, practices, and programs which  
18 provide equal employment opportunities for pregnant woman, and which eradicates the effects of  
19 its past and present unlawful employment practices;  
20

21 c. Order Defendant to make whole Plaintiff by providing appropriate pay with pre- and  
22 post-judgment interest, in an amount to be determined at trial, and other affirmative relief necessary  
23 to eradicate the effects of its unlawful employment practices;  
24

25 d. Compensatory damages in an amount to be shown at trial for past and future economic  
26 and non-economic losses, including extreme emotional distress and mental anguish, impairment of  
27 the quality of life; and consequential losses,  
28

e. Punitive damages for Defendants malicious and reckless conduct, in an amount to be  
determined at trial;

- 1 f. For entry of an order compelling Defendants to pay Plaintiff's costs and attorneys'  
2 fees;  
3  
4 g. Pre and post-judgment interest on any awards at trial; and  
5 h. For such other and further relief as the Court may deem just and proper.

6 DATED this 3<sup>rd</sup> day of April, 2018.  
7

8 **JENNINGS & FULTON, LTD.**

9 /s/ Adam R. Fulton, Esq.  
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